

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 26 day of July, 1974, by and between John E. Mac Donald and Esther C. Mac Donald hereinafter called the first party, and Basil B. Adams hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:
SE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 5 TWP25 SR 8E

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party the right of use of the existing road along western boundary of above described property, however 1st party reserves the right to change the location of the road at any time with 2nd party retaining the right to use.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the use of the same for the purpose of the business of the second party and the use of the same for the purpose of the business of the second party) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of forever, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:
center of existing road

and second party's right of way shall be parallel with said center line and not more than 7 $\frac{1}{2}$ feet distant from either side thereof.

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This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Witness—
Witness—

John E. MacDonald
Esther C. Mac Donald
Bert B. Adams
Shirley Adams

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of _____, 19____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____
voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon
My commission expires: _____

(ORS 93.490)

STATE OF OREGON, County of _____, 19____

Personally appeared _____ and _____

each for himself and not one for the other, did say that the former is the _____ who, being duly sworn, president and that the latter is the secretary of _____

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____

(OFFICIAL
SEAL)

AGREEMENT FOR LEASEMENT

(FORM No. 929)

SEVENTEEN LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 20th day of AUGUST, 1974, at 11:57 o'clock AM, and recorded in Book M 74 on page 10128, or as file number 92147, record of MISCELLANEOUS of said County.

Witness my hand and seal of County aforesaid.

WM. D. MILNE

COUNTY CLERK

Title

By *W. D. Milne*

Deputy

AFTER RECORDING RETURN TO:

Bert B. Adams

P.O. Box 551

Spind, Ore

97471

FEE \$ 1.00